### TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Ouray Sportswear, LLC	01/21/2008		LIMITED LIABILITY
		01/21/2008	COMPANY: COLORADO

#### **RECEIVING PARTY DATA**

Name:	Barnes & Noble College Booksellers, Inc.	
Street Address:	120 Mountain View Boulevard	
City:	Basking Ridge	
State/Country:	NEW JERSEY	
Postal Code:	07920	
Entity Type:	CORPORATION: NEW YORK	

### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78895931	140 NORTH

#### **CORRESPONDENCE DATA**

Fax Number: (212)261-9864

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-541-2064

Email: nyuspto@bryancave.com

Correspondent Name: Todd Braverman, Esq.

Address Line 1: 1290 Avenue of the Americas

Address Line 4: New York, NEW YORK 10104

ATTORNEY DOCKET NUMBER:	0141161
NAME OF SUBMITTER:	Todd Braverman
Signature:	/tjbraverman/
Date:	01/25/2008

TRADEMARK

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## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT is entered into as of the day of January, 2008 by and between Ouray Sportswear, LLC., a Colorado limited liability company, located at 1825 Blake Street, Denver, CO 80202 ("Assignor") and Barnes & Noble College Booksellers, Inc., a New York corporation, located at 120 Mountain View Boulevard, Basking Ridge, NJ 07920 ("Assignee").

WHEREAS, Assignor has adopted and used in its business the fictitious names, logos, designs, domain names, common law trademarks and service marks and trademark and service mark registrations and applications listed on the attached Schedule A (hereinafter referred to as the "Mark"); and

WHEREAS, Assignee is desirous of acquiring any and all rights that Assignor may have in and to the Mark and any applications or registrations therefor, together with the goodwill of the business in connection with which the Mark is used and which are symbolized by the Mark, along with the right to recover damages and profits for past infringements thereof, and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby assign, sell, transfer and convey unto Assignee, all right, title and interest in and to the Mark, and any applications or registrations therefor, together with the goodwill of the business in connection with which the Mark is used and which is symbolized by the Mark, including, but not limited to, the use of the Mark in any manner; and Assignor does hereby further assign, sell, transfer and convey unto Assignee any and all claims of Assignor for past infringement and any and all causes of action of Assignor with respect to or arising out of the Mark, along with the right to recover damages and profits for past infringements thereof.

Assignor agrees to execute and deliver at the request of Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts Assignee may require in order to vest all Assignor's rights, title, and interest in and to the Mark in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

IN WITNESS WHEREOF, the undersigned has duly executed this Trademark
Assignment Agreement for and on behalf of Assignor as of the day and year first above written.

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# SCHEDULE A

# TRADEMARKS

- Franciscon day		Serial Number	Reg. Number	Word Mark
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-	1	78895931	and the state of t	140 NORTH

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**RECORDED: 01/25/2008** 

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